

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. **THE GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT (GDCC) (for Civil Contract) WHICH WILL FORM PART OF THE CONTRACT AGREEMENT MAY BE STUDIED BY THE CONTRACTORS BEFORE SUBMISSION OF THEIR TENDERS, IN THE ABSENCE OF WHICH IT WILL BE PRESUMED THAT THE CONTRACTOR HAS SEEN, STUDIED AND ACCEPTED THE GDCC. THESE CONDITIONS OF CONTRACT AS STIPULATED IN THIS DOCUMENT ARE IN CONTINUATION OF GDCC & GTC AND SHALL ALSO FORM PART OF THE CONTRACT.**
 - 1.1.0 In case of a discrepancy between the Special Conditions, General Terms & Condition and General Direction & Condition of Contract the following order of preference shall be applicable:
 1. Special Terms & Conditions of Contract
 2. General Terms & Conditions
 3. General Directions and Conditions of Contract
 - 1.1.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer In charge shall be final and binding on the contractor.
 - 1.1.2 The parties, who have got issued / purchased the tender documents, should either quote or send a regret letter with reasons for not participating in the tender. Intimation regarding non-participation is essential otherwise they may not be considered for issue of tenders in future.
 - 1.2.0 If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenders. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers.
 - 1.3.0 In case the tenderer withdraws his offer during the period of its validity period of offer, the Earnest Money Deposit submitted by him for the Tender shall be forfeited.
 - 1.4.0 The Tenderer should submit **₹100000/-** as **Earnest Money** and **₹1000/-** as **Tender Fee** through NEFT/RTGS/Online Fund Transfer in NFL Panipat Account or by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favor of "National Fertilizers Limited, Panipat" payable at PANIPAT. **The tender fee shall not be accepted in any form other than specified above. EMD and Tender Fee should accompany the tender in separate envelope, without EMD and Tender Fee, tender will not be opened and it will be considered as rejected. However tenderer must submit the proof of EMD and Tender Fees submission latest by last date of bid submission (UTR Number / Transaction ID/ NEFT Details if EMD and Tender Fees submitted through online fund transfer or original Demand Draft if EMD and Tender Fees submitted by Demand Draft in Envelop No.1)**

National Fertilizers Limited, Panipat Bank Details:

Name	National Fertilizer Ltd
Account Number	10565845486
Name of Bank	State Bank of India
IFSC Code	SBIN0001620
Branch	Main Branch, GT Road, Panipat

1.5.0 **VALIDITY OF CONTRACT:**

The contract shall remain valid for a period of **12 (Twelve) Months** reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally a notice period of **07 (Seven) days** shall be given for starting the job but the Contractor should be able to mobilize within **24 (Twenty Four) hours**, if the necessity so arises.

However, validity of contract may be extended at the sole discretion of NFL for a period of 03 (Three) months on the same Rates, Terms & Conditions.

1.6.0 **COMPLETION PERIOD**

The entire job is to be completed within **12(Twelve) Months** from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing.

1.7.0 **DEFECT LIABILITY PERIOD:**

Defect liability period of works unless otherwise specified shall be **12 (Twelve)** months from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired **at the risk & cost** of the contractor PLUS 25 % (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

1.8.0 **APPLICABILITY TAXES:**

- a) GST shall be paid extra, Clause 1.6.0 with regard to GST given in the GTC shall be applicable. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials/services to be used in execution of contract as the same shall be set off in the form of input tax credit against GST paid by NFL on their billed amount.
- b) TDS @ 2 % (1% CGST and 1% SGST or 2% IGST) shall be deducted as per provisions under GST Act in case taxable contract value of services/goods or both is more than Rs.2.50 lac.

1.8.1 **Applicability of Building & Other Construction Workers Welfare Cess Act, 1996:**

NFL shall deduct Income Tax / Commercial Tax / Cess including BOCW Cess at source from all payment due and to be made to the contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

Note: Minimum rate for recovery of BOCW Cess is 1% of the Contract Value.

1.9.0 **PENALTY:**

If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the owner shall (without prejudice to any other right of owner in this behalf) be entitled to recover liquidate damages for the delay at **1% (one percent) of the total contract value for each week or part thereof** that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at the job site, **subject to a maximum of 10% (ten percent)** of the total contract value of work on completion . These Liquidated Damages shall be recovered from the R.A. / Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract or from any other dues of contractor lying with NFL. The total contract value means the total value of work executed on completion.

1.10.0 NFL does not guarantee any quantum of work to be executed.

1.11.0 The work in factory area is to be executed in the running plant and critical places. Contractors may have to work round the clock for executing the emergent jobs informed at short notice against job/work orders. Emergent jobs are to be executed at any time round the clock as directed by Engineer-in-Charge and nothing extra shall be payable beyond the quoted/agreed rates on any account. The contractor as such shall have to keep a stock of various construction materials at site such as Lime, Distemper, Enamel Paint, Road Marking Paint, Wall Putty, Primer, Plastic emulsion, Exterior Emulsion etc. Contractor will have to make proper arrangement of Labor to execute various jobs during Festival season like Diwali, Eid, Vishvakarma Puja etc. or any emergent official work to execute job on time.

2.0 SPECIFICATIONS:**2.1.0 GENERAL SPECIFICATIONS**

2.1.1 The specification for workmanship shall be as described in the Central Public works Department latest "specifications" including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.

2.1.2 The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS/IRC specifications shall be referred.

2.1.3 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

3.0 TERMS OF PAYMENT:

a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO , whichever is earlier.

b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

(e) The contractor shall furnish along with each running bill a certificate that he has complied with

statutory provisions relating to Minimum Wages, PF & ESI and Contract Labor (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.

(f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

(g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
3. Return of empty packing material, scrap and unconsumed material issued by NFL.
4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labor (R&A) Act, 1970 and has also complied with other provisions of Labor Laws in respect of manpower engaged/employed for the execution of work.
5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labor, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.

3.2.0 **Payment to MSME Bidders:**

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The Detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No. : 8090051171

E-mail id : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinished invoice/s of MSME bidders seeking payments from NFL directly shall be processed as per the Standard payment terms agreed in PO/contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

4.0 Security Deposit:

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value excluding GST. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Garmin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of **24 months** (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

5.0 ELECTRIC POWER CONNECTION:

- a) Three Phase / Single Phase Electric Power connection shall be provided FREE OF CHARGE, by NFL, subject to availability, for operation of Elect. Equipments, Tools, Concrete mixer, Concrete Vibrator, Dewatering Pumps, Elect. Drill machines, Cutters, Grinders, Hand Saws, Screw Drivers, Flood Lights, Hand Lamps, etc. or any other elect. Tool / Appliances required for executing the work. The contractor will provide at his cost, Extension Boards fitted with on / off switches, sockets etc and wire required for taking connection from main receiving line upto place of working.
- b) All the apparatus brought by the contractor in the plant / working areas should be electrically operational and healthy with sufficient length of cable having proper size and insulation. All single-phase equipments like drill machines, grinders, floodlights, hand lamps, small pumps, etc. shall be fitted with 3-pin plug top. Industrial plug tops shall be provided by the contractor, for free tapping of power from the points wherever industrial plug sockets are provided in the field

for flood lights / Hand Lamps, operating cutting tools / drill machines and the like . No loose wires are to be used in the sockets for topping the electrical connection.

- c) It will be the responsibility of the contractor to ensure that NFL Plug Points/installations are not tampered. All electrical connection from power outlets will be connected by NFL staff. Wherever portable hand lamps are used in the vessels, the voltage shall not exceed 24 volts.

6.0 ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract.

The Seat and venue of Arbitration shall be at Delhi/Place of respective Unit/Place of Zonal Office.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

(ii) Arbitration for Foreign Vendors /Parties:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at New Delhi, India. The language of

the Arbitration shall be English.

This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

(iii) Arbitration for CPSEs and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to income tax, customs and excise department), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties .

7.0 AGREEMENT :

Successful party should be required to submit the Agreement required as per Clause No.1.38.0 of GTC on the Non-judicial Stamp Paper (NJSP) of the appropriate value which will be applicable at the time of its execution in the State of Haryana.

8.0 SCOPE OF WORK

The scope of work for **“Internal & External Finishing in Factory & Township areas during 2024-25”** under this contract broadly includes: -

1. Internal/External finishing of any Official, Residential and Public Buildings etc. in NFL Factory, NFL Township and CISF Colony with White Wash, Distemper, Primer, Plastic Emulsion Paint, Synthetic Enamel Paint, Water Proofing Cement Paint, Exterior Emulsion Paint, Putty etc.
 - a) Internal Finishing of Newly Allotted, Due cases & Marriage Cases of Residential Buildings in NFL Township.
 - b) External Finishing of B-Type Quarters, any other quarters or residential buildings and other Public Building as per requirement.
 - c) Painting of Doors, Windows of due cases of Residential Buildings in NFL Township.
 - d) Other routine work in Township area as per requirement.
 - e) Internal Finishing of Newly Allotted, Due cases of Residential Buildings in CISF Colony.
 - f) External Finishing of Residential Building or any other Public Building as per requirement in CISF Colony.
 - g) Painting of Doors, Windows of due cases of Residential Buildings and Painting of Public Buildings in CISF Colony.
 - h) Internal Finishing & Painting of Office Complexes inside Factory Area.
 - i) External Finishing of Bagging Plant, DM Plant, Old Ammonia Building, CPP Building, CISF Fire Station and other Official Buildings as per requirement.
 - j) Other routine work in Factory or CISF Colony as per requirement.
2. All work is to be executed in the Official, Residential & Public Buildings etc. with minimum inconvenience caused to the occupants.
3. The work has to be executed on the **interior/exterior surfaces of buildings at any heights and locations**. The agency has to make his own arrangements at his cost without any extra claim from NFL for **Scaffolding, Staging, Ladders, Stool and other safety equipment's** etc. for safe and smooth approach and working at all heights for overall completion of the work. Party may visit work sites at NFL Factory / Township before quoting the rates to understand nature and type of job.

4. The contractor has to construct a covered Office-cum-Store for storing cement and other finishing material at site at his own cost. The land will be provided by NFL and ground rent charges shall be recovered as specified in GDCC.
5. Necessary surface preparation is to be done before taking up the job. The rates quoted for item No. 1, 2, 3, 6, 7 & 8 shall be deemed to include all minor repairs (area up to 10 sq.cm.) with cement plaster 1:4 (1 Cement : 4 Fine sand) and wall putty. Scrapping of such patches if required shall have to be done free of cost by the Agency. Area of more than 10 Sq.cm shall be paid in patch-plaster item. Damaged surface shall be cut in regular shape i.e. rectangular or square followed by neat cleaning with tools and then plastering shall be done.
6. No Metallic Ladder shall be allowed to use in the work.
7. If required at site, contractor should have to add color **Strainer / Pigment** in White Wash / Distemper / Enamel Paint / Plastic Emulsion / Exterior Emulsion / Cement Paint as per site requirement at his own cost.
8. Contractor has to maintain proper Entry of Material used in Factory and Township Area at Register maintained by CISF/ Security person at Gate.
9. Contractor has to submit a copy Original Tax Invoice (in Favor of Contractor's Firm) of consumed material and deposit empty material bucket/bag at time of submission of every Running/Final Bill. Original Tax Invoice of material and empty material bucket/bag shall have proper and same Batch Number.
10. The covering capacities of the materials shall be as per CPWD Specifications or Manufacturer specifications. Material brought at site for the work is to be produced for checking by the site in-charge before use.
11. The materials required to be used such as lime, Distemper Paint, Water proofing paint Interior & Exterior Emulsion etc. should be procured in sealed packages from the following manufacturers with Product name as specified:

Sr. No	Detail of Material	Brand/Specification
1.	Distemper	<ol style="list-style-type: none"> 1. Berger- Bison Acrylic Distemper. 2. Asian Paint- Tractor Emulsion. 3. Asian Paint – Tractor Acrylic Distemper. 4. Asian Paint- Tractor Aqualock. 5. Asian Paint – Tractor Synthetic Distemper. 6. Dulux Paint- Duwel Magik Distemper 7. Indigo- Acrylic Distemper Gold Series 8. Nerolac – Beauty Acrylic Distemper
2.	Enamel Paint	<ol style="list-style-type: none"> 1. Berger- Luxol Hi-Gloss Enamel Paint. 2. Asian Paint- Tractor Enamel. 3. Asian Paint- Apcolite Premium Enamel. 4. Nerolac Synthetic Enamel Hi-Gloss Finish. 5. Indigo- PU super Gloss Enamel. 6. Dulux- Gloss Premium Enamel.
3.	Plastic Emulsion	<ol style="list-style-type: none"> 1. Asian Paint- Apcolite Advance Emulsion. 2. Asian Paint- Apcolite Premium Emulsion. 3. Asian Paint- Apcolite Premium Stain Emulsion. 4. Nerolac- Beauty Gold 5. Berger Paint- Bison Emulsion
4.	Exterior Emulsion	<ol style="list-style-type: none"> 1. Asian Paint- Apex Dust Proof Emulsion. 2. Asian Paint- Apex Shyne Proof. 3. Asian Paint- Apex Advance Dust Proof Emulsion.

		<ol style="list-style-type: none"> 4. Asian Paint- Apex Weather Proof Emulsion. 5. Berger- Weather Coat Glow. 6. Berger- Weather Coat Champ. 7. Berger- Weather Coat Antidust. 8. Nerolac – Nerolak Suraksha Plus 9. Nerolac – Nerolak Suraksha Advance
5.	Cement Based Wall Putty	<ol style="list-style-type: none"> 1. Birla White WallCare Putty 2. Birla White BioShield Putty 3. JK Cement Wall Max Putty 4. JK Cement Shield Max 5. Asian Paint Care Truecare Putty
6.	POP Putty	<ol style="list-style-type: none"> 1. Sakarni POP Putty. 2. Shri Shakti POP Putty 3. Trimurti POP Putty 4. JK LakshmiPlast POP Putty 5. APCO POP Putty 6. Dhanshri POP Putty
7.	Road Marking Paint	<ol style="list-style-type: none"> 1. Asian Paint 2. Nerolac Paint 3. Berger Paint 4. Dulux Paint 5. Any other brand, must approved by NFL Engineer-in-Charge before application at site.
8.	Cement Based Water Proofing Paint	<ol style="list-style-type: none"> 1. Asian Paint 2. Nerolac Paint 3. Berger Paint 4. Dulux Paint 5. Acrocem Paint 6. Snowcem Paint 7. Any other brand, must approved by NFL Engineer-in-Charge before application at site.
11.	Cement Primer / Wood Primer / Metal Primer	<ol style="list-style-type: none"> 1. Asian Paint Decoprime Advance cement Primer. 2. Asian Paint Utsav metal Primer. 3. Asian Paint- TruCare Red Oxide Metal Primer. 4. Asian Paint True Care Exterior Wall Primer. 5. Asian Paint True Care Interior Wall Primer. 6. Asian Paint Decoprime Interior Wall Primer. 7. Nerolac Primer Exterior. 8. Nerolac Primer Wood. 9. Nerolac Red Oxide Petal Primer 10. Berger Weather Coat Exterior Primer.
12.	Color Strainer	<ol style="list-style-type: none"> 1. Asian Paint Universal Strainer. 2. Nerolac Hi-Power Universal Strainer. 3. Dulux Universal Strainer. 4. Berger Luxol Universal Strainer.
14	Floor / Tile Paint	<ol style="list-style-type: none"> 1. Dulux Floor Plus. 2. Dulux WetherShield Tile. 3. Dulux Floor Enamel. 4. Asian Paint Apex Floor Guard. 5. Asian Paint Apex Tile Guard 6. Asian Paint Apex Ultima Floor Guard. 7. Berger Weather Coat Floor Protector. 8. Indigo Floor Coat Emulsion. 9. Indigo Tile Coat. 10. Indigo PU Floor Coat

Note: - This above list of approved makes for few items. The contractor must obtain approval of makes of all materials before Execution of Job. The contractor must submit the sample(s) or display Paint Sample(s) on surface for all type of painting job before procurement of material. NFL shall not be responsible for rejection of any sample not accepted by NFL officials.

12. **Contractor must purchase all material with Brand and Product Name as mentioned in above list only with clear and Legible Batch Number on Material Box.** In event of Non-Availability of any material in market, contractor will submit a non-availability certificate in written and arrange superior quality of material as per instruction of NFL Engineer-in-charge at its own risk and cost. NFL will not pay anything extra on account of this.
13. At time of Billing, Contractor must Show/submit following items with bill-
 - i. Consumed Material Box/Packet with Legible Batch Number.
 - ii. Valid Copy Bill Invoice in Favor of Party with Legible Batch Number, Detail of Material etc.
 - iii. Valid Entry record of Material in NFL Premises.
14. Floor paint may be Water Base / Oil Base / PU / Enamel / Acrylic etc. as per site requirement and as per instruction of Engineer-in-Charge.
15. For executing the works in Factory area or other area (if applicable), safety work permits will be issued for doing the jobs, without any safety work permit duly issued by NFL, work will not be allowed to be carried out.
16. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes and all safety equipment's necessary for execution of Job. NFL will issue necessary gate passes to such persons for whom the request is made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
17. All Consumable or non-consumable materials are to be got entered in the register being maintained by security personnel at the NFL Premises, for which NFL will issue instructions for their entry at the gate. Contractor will have to submit copies of these entries of Consumable Painting Material along with bill.
18. **Cement required to be consumed in the different items of work shall be supplied by NFL free of cost, Tenderers shall have to quote their rates for Cement consuming items considering Cement as free supply by NFL.**
19. The above materials shall be supplied from NFL Main Stores situated in Factory area. The contractor has to transport the material from Main Stores to the site of work (Factory/Township/CISF Colony) including loading and unloading of the same within their quoted rates. The supply of above materials shall be governed by contract clause No. 3.1.1.0 of GDCC.
20. The contractor shall give details of manpower to be deployed for carrying satisfactory and successful completion of each work at any time.
